

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

KEITH CASEY,

Plaintiff,

V.

**MARATHON PETROLEUM
COMPANY LP, ANDEAVOR LLC,
& MAHI LLC**

Defendants.

Civ. No. 19-cv-732

JURY DEMANDED

DEFENDANTS' ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

Defendants Marathon Petroleum Company LP ("MPC LP"), Andeavor LLC, and Mahi LLC ¹ hereby respond to Plaintiff Keith Casey's First Amended Complaint as follows. All allegations not specifically admitted herein are denied.

I. PRELIMINARY STATEMENT

1. Defendants deny the allegations set forth in Paragraph 1.
2. Defendants admit that Casey purports to bring claims against Defendants for breach of contract and fraud and seeks damages in doing so. Defendants deny all remaining allegations set forth in Paragraph 2 and specifically deny that Casey is entitled to any relief whatsoever.
3. Due to the vague and ambiguous nature of the allegations and statements contained in Paragraph 3, Defendants are without sufficient information to form a belief as to their truth, and therefore deny the allegations and any legal conclusions implied.

¹ Defendant Mahi LLC no longer exists as an operating entity. In providing this Answer, Defendants do not waive any argument in this regard.

II. PARTIES

4. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 4 and therefore deny them.

5. Defendants admit that MPC LP is a limited partnership organized under Delaware law and has a principal place of business in Ohio. Defendants further admit that MPC LP has appeared in this lawsuit and may be served through counsel. Defendants deny all remaining allegations set forth in Paragraph 5.

6. Defendants admit that Andeavor LLC is a Delaware limited liability company and has a place of business in Ohio. Defendants further admit that Andeavor LLC may be served through its registered agent for service of process, C T Corporation System, at 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136 USA. Defendants deny all remaining allegations set forth in Paragraph 6.

7. In response to Paragraph 7, Defendants state that any filings with the SEC speak for themselves. Defendants deny all remaining allegations set forth in Paragraph 7.

III. JURISDICTION AND VENUE

8. The allegations set forth in Paragraph 8 contain legal conclusions to which no response is required.

9. The allegations set forth in Paragraph 9 contain legal conclusions to which no response is required.

IV. FACTUAL ALLEGATIONS

10. Defendants admit that Casey is a former employee of Andeavor and Tesoro Corporation. Defendants further admit that Casey served as Executive Vice President of Commercial and Value Chain for Andeavor in early 2018. Defendants deny all remaining allegations set forth in Paragraph 10.

11. Defendants admit that Casey was eligible for Andeavor's Incentive Compensation Program ("ICP"). Defendants further state that the ICP speaks for itself.

(a) Defendants state that the ICP speaks for itself.

(b) Defendants state that the ICP speaks for itself.

(c) Defendants state that the ICP speaks for itself.

12. Defendants state that the ICP speaks for itself. Defendants deny all remaining allegations set forth in Paragraph 12.

13. Defendants state that the ICP speaks for itself. Defendants deny all remaining allegations set forth in Paragraph 13.

14. Defendants deny the allegations set forth in Paragraph 14.

15. In response to Paragraph 15, Defendants state that the referenced Executive Severance & Benefit Treatment Guides speak for themselves. Defendants deny all remaining allegations set forth in Paragraph 15.

16. In response to Paragraph 16, Defendants state that the referenced 2018 Compensation Statements speak for themselves. Defendants deny all remaining allegations set forth in Paragraph 16.

17. Defendants deny the allegations set forth in Paragraph 17.

18. In response to Paragraph 18, Defendants state that any SEC filing speaks for itself. Defendants deny all remaining allegations set forth in Paragraph 18.

19. Defendants deny the allegations set forth in Paragraph 19.

20. Defendants deny the allegations set forth in Paragraph 20.

21. Defendants deny the allegations set forth in Paragraph 21.

22. Defendants deny the allegations set forth in Paragraph 22.

23. Defendants deny the allegations set forth in Paragraph 23.

- 24. Defendants deny the allegations set forth in Paragraph 24.
- 25. Defendants admit the allegations set forth in Paragraph 25.
- 26. Defendants admit that Casey was paid his 2018 ICP bonus on or around March 5, 2019. Defendants deny all remaining allegations set forth in Paragraph 26.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

- 27. Defendants incorporate by reference their responses to Paragraphs 1 through 26.
- 28. Defendants deny the allegations set forth in Paragraph 28.
- 29. Defendants deny the allegations set forth in Paragraph 29.
- 30. Defendants deny the allegations set forth in Paragraph 30.
- 31. Defendants deny the allegations set forth in Paragraph 31 and specifically deny that Casey is entitled to any relief whatsoever.
- 32. Defendants deny the allegations set forth in Paragraph 32 and specifically deny that Casey is entitled to any relief whatsoever.

SECOND CAUSE OF ACTION: FRAUD

- 33. Defendants incorporate by reference their responses to Paragraphs 1 through 32.
- 34. Defendants deny the allegations set forth in Paragraph 34.
- 35. Defendants deny the allegations set forth in Paragraph 35.
- 36. Defendants deny the allegations set forth in Paragraph 36.
- 37. Defendants deny the allegations set forth in Paragraph 37.
- 38. Defendants deny the allegations set forth in Paragraph 38.
- 39. Defendants deny the allegations set forth in Paragraph 39 and specifically deny that Casey is entitled to any relief whatsoever.

VI. ATTORNEYS' FEES AND COSTS

40. Defendants incorporate by reference their responses to Paragraphs 1 through 39.

41. Defendants deny that Casey is entitled to the relief sought in Paragraph 41 or to any relief whatsoever.

VII. JURY DEMAND

42. Defendants admit that Casey purports to request a trial by jury.

VIII. PRAYER

43. Defendants deny that Casey is entitled to any of the relief sought in Paragraph 43 and its subparts, or to any relief whatsoever.

AFFIRMATIVE AND OTHER DEFENSES

Defendants, for their affirmative and other defenses to Casey's First Amended Complaint, state as follows:

1. Casey's First Amended Complaint fails to state a claim upon which relief can be granted.

2. Casey's claims are barred in whole or in part by the doctrines of waiver and estoppel.

3. Casey lacks standing to pursue his claims.

4. Casey's claims are barred in whole or in part by the doctrine of laches.

5. Casey's claims are barred in whole or in part by the doctrine of unclean hands.

6. Casey's claims are barred in whole or in part by the economic loss doctrine.

7. Casey's claims are barred in whole or in part by the doctrine of accord and satisfaction.

8. The damages claimed by Casey, if any, resulted from either independent, intervening, or superseding cause or causes, and no action or omission on the part of Defendants

was the proximate or contributing cause of Casey's alleged injuries.

9. Casey's claims are barred in whole or in part by Casey's own malfeasance and/or nonfeasance.

10. Casey failed to mitigate damages.

11. Defendants the right to add to or amend this list of affirmative and other defenses up to and including the time of trial.

Dated: August 13, 2019

Respectfully Submitted,

SHOOK, HARDY & BACON L.L.P.

By: /s/ Sonila Themeli

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**Pro Hac Vice Motions Forthcoming*

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of August 2019, a true and correct copy of the foregoing was filed using the Court's CM/ECF electronic filing system, which served notice on all counsel of record.

/s/ Sonila Themeli
ATTORNEY FOR DEFENDANTS